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1-329A047
Date NOV 25 1981
Fee \$ 50.00
100 Washington, D. C.

November 18, 1981

Interstate Commerce Commission
12th and Constitution Avenue
Washington, D.C. 20423

RECORDATION NO. 13329
FILED 1425

NOV 17 1981 -4 30 PM

Attention: Ms. Mildred Lee
Recordation Office, Room 2203
Documents for Recordation

INTERSTATE COMMERCE COMMISSION

Gentlemen:

On Tuesday, November 17, 1981, I hand-delivered to you an original and one counterpart of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is a lease, a primary document, dated November 13, 1981. The names and addresses of the parties to the document are as follows:

Lessor: HGA Corporation
One Hyatt Center
9700 W. Bryn Mawr Avenue
Rosemont, Illinois

Lessee: Union Tank Car Company
111 W. Jackson Blvd.
Chicago, Illinois 60604

A description of the equipment covered by the document is attached hereto.

A fee of \$50.00 is enclosed. You have already provided me with a copy of the document bearing recordation #13329. A short summary of the document to appear in the index follows:

"Lease of 492 tank cars from HGA Corporation to Union Tank Car Company dated November 13, 1981 bearing UTLX identifying marks."

Very truly yours,

Allen P. Palles

Allen P. Palles

/br

enc.

RECEIVED
NOV 25 11 06 AM '81

SCHEDULE A
DESCRIPTION OF EQUIPMENT

<u>Quantity</u>	<u>A.A.R. Mechanical Designation Code</u>	<u>Capacity in Gallons</u>	<u>Road Numbers</u>
17	TA	14,000	UTLX 11296 - 11299, 11301 - 11313
<u>3</u>	TM	23,500	UTLX 67682, 67684, 67685
20 Total			

SCHEDULE A
DESCRIPTION OF EQUIPMENT

<u>Quantity</u>	<u>A.A.R. Mechanical Designation Code</u>	<u>Capacity in Gallons</u>	<u>Road Numbers</u>
10	LO	5,820 cu. ft.	UTCX 43290 - 43299
12	TM	26,000	UTLX 2600 - 2609, 2611, 2613
6	TA	14,000	UTLX 11300, 13833 - 13837
19	TM	11,000	UTLX 24720 - 24738
25	TM	14,000	UTLX 24739 - 24763
45	TM	30,000	UTLX 48145, 48147, 48149 - 48151, 48154 - 48156, 48158, 48159, 48161, 48163 - 48165, 48167, 48168, 48175, 48177 - 48182, 48186, 48187, 48190, 48195 48197, 48198, 48200 - 48202, 48209, 48211, 48213, 48308, 48311 - 48314, 48317, 48320, 48321, 48325, 48338
1	TM	16,000	UTLX 66410
9	TM	18,000	UTLX 66544, 66547, 66548, 66550 - 66555
13	TM	23,500	UTLX 67742 - 67751, 67756, 67757, 67578
16	LO	5,820 cu. ft.	UTLX 220102 - 220107, 220160, 220161, 220163, 220164, 220168 - 220173

156 Total

SCHEDULE A
DESCRIPTION OF EQUIPMENT

<u>Quantity</u>	<u>A.A.R. Mechanical Designation Code</u>	<u>Capacity in Gallons</u>	<u>Road Numbers</u>
5	TM	30,000	UTLX 48203, 48204, 48206, 48207, 48210
5	TM	20,000	UTLX 48236 - 48238, 48240, 48243
10	TM	30,000	UTLX 48310, 48326 - 48331, 48337, 48339, 48340
11	TM	16,000	UTLX 65929 - 65939
<u>5</u>	TM	23,500	UTLX 67573 - 67577
36 Total			

SCHEDULE A
DESCRIPTION OF EQUIPMENT

<u>Quantity</u>	<u>A.A.R. Mechanical Designation Code</u>	<u>Capacity in Gallons</u>	<u>Road Numbers</u>
31	TM	23,500	UTLX 67712 - 67730, 67752 - 67755, 67758 - 67765
64	TM	16,000	UTLX 66409, 66411 - 66473
8	TM	26,000	UTLX 2610, 2612, 2614 - 2619
8	TP	20,000	UTLX 27611 - 27618
8	TM	14,000	UTLX 24695 - 24702
18	TM	20,000	UTLX 67337 - 67339, 67555 - 67559, 68006 - 68007, 68010 - 68011, 68014, 68053, 68055, 68057 - 68059
40	TM	21,000	UTLX 48002 - 48010, 48012 - 48013, 48015, 48017 - 48018, 48020 - 48023, 48026 - 48033, 48037, 48040 - 48041, 48043 - 48046, 48048 - 48050, 48052 - 48053, 48056, 48061
29	TM	18,000	UTLX 66542 - 66543, 66545 - 66546, 66549, 66556 - 66579
32	TM	13,000	UTLX 60671 - 60693, 60697, 60699 - 60705, 60708
<hr/>			
238	Total		

SCHEDULE A
DESCRIPTION OF EQUIPMENT

<u>Quantity</u>	<u>A.A.R. Mechanical Designation Code</u>	<u>Capacity in Gallons</u>	<u>Road Numbers</u>
42	LO	5,820 cu. ft.	UTLX\220108, 220111, 220113 - 220123, 220125 - 220135, 220137, 220139 220140, 220142 - 220149, 220152, 220153, 220155 - 220159
<u>42</u>	Total		
492	Grand Total		

13329

REGISTRATION NO. _____ FORM 1435

NOV 17 1981 -4 30 PM

INTERSTATE COMMERCE COMMISSION

LEASE AGREEMENT

DATED NOVEMBER 13, 1981

between

UNION TANK CAR COMPANY
(User)

and

HGA CORPORATION
(Tax Lessor)

RE: 492 UTLX TANK CARS

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LEASE AGREEMENT

This LEASE AGREEMENT ("Lease") dated November 12, 1981, between HGA Corporation, a Delaware corporation ("Tax Lessor"), and Union Tank Car Company, a Delaware Corporation ("User").

WHEREAS, User, by Bill of Sale and Purchase Agreement of even date herewith, transferred all of its right, title and interest to the railcars described in Exhibit A attached hereto (the "Property"), [which Property will qualify as "Qualified Lease Property" as defined in Section 168(f)(8)(D)(ii) of the Internal Revenue Code of 1954 (the "Code")] for a consideration equal to User's Adjusted Basis on the date hereof;

WHEREAS, Tax Lessor desires to lease, to and User desires to lease from, Tax Lessor;

NOW THEREFORE, in consideration of the mutual agreements of the parties and the consideration herein provided, receipt of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. DEFINITIONS.

(a) The Terms defined in this Lease and in any agreement or instrument executed in connection herewith shall include the plural as well as the singular and the singular as well as the plural. Except as otherwise indicated, all the agreements or instruments herein defined shall mean such agreements or instruments as the same may from time to time be supplemented or amended or the terms thereof waived or modified to the extent permitted by, and in accordance with, the terms hereof and thereof.

(b) In this Lease, unless the context otherwise requires, the following terms shall have the respective meaning set forth below:

Lease shall mean this instrument (including the Exhibits and the Schedules attached hereto).

Bill of Sale shall mean the Bill of Sale of even date herewith, transferring all of User's right, title and interest in and to each Item of Property to Tax Lessor.

Casualty Value as of any Rent Payment Date shall mean an amount determined by multiplying User's Adjusted Basis set forth in Exhibit A-1 hereof for an Item of Property suffering an Event of Loss by the percentage specified in Schedule 2 attached hereto opposite the number of such Rent Payment Date.

Code shall mean the Internal Revenue Code of 1954, as amended, including, without limitation, the amendments adopted and enacted under the Economic Recovery Tax Act of 1981.

Lease Term shall have the meaning set forth in Section 4.3 hereof.

Event of Loss shall have the meaning set forth in Section 12.2 hereof.

Interest Deduction shall have the meaning set forth in Section 19.4(a)(iii) hereof.

Investment Credit shall have the meaning set forth in Section 19.4(a)(i) hereof.

Item of Property shall mean any item of property or interest therein, however defined, which is a component of the Property.

Lien shall mean any mortgage, pledge, security interest, encumbrance, lien or charge of any kind, including, without limitation, any conditional sale or other title retention agreement, any lease in the nature thereof, or the filing of any financing statement, or agreement to give any security interest, under the Uniform Commercial Code of any jurisdiction, the Interstate Commerce Act or similar state or federal law.

Permanent Financing shall have the meaning set forth in Section 22 hereof.

Person shall mean any individual, partnership, corporation, trust, incorporated association or joint venture, a government or any department or agency thereof, or any other entity.

Property shall mean all or any of the property of User described in Exhibits A-1 and A-2 hereto. If, and to the extent that, an Item of Property shall suffer an Event of Loss, and Casualty Value in respect of such Item of Property shall have been paid, Exhibits A-1 and A-2 hereto shall thereupon, without further action of Tax Lessor or User, be deemed amended by striking the Item of Property subject to such Event of Loss from such Exhibits A-1 and A-2.

Recovery Deduction shall have the meaning set forth in Section 19.4(a)(ii) hereof.

Regulations shall mean proposed, temporary or final Regulations of the Secretary of the Treasury adopted or published under and pursuant to the Code.

Rent shall have the meaning set forth in Section 4.5 hereof.

Rent Payment Date shall mean with respect to each Item of Property each date of payment of Rent shown on Schedule 1 hereto, or as may be required by the terms and conditions of the Permanent Financing.

Schedule of Rent Payments shall mean the Schedule of Rent Payments attached as Schedule 1 hereto, as determined on the date hereof pursuant to Section 4.5 hereof.

Security Agreement shall mean any security agreement entered into in connection with the Permanent Financing.

Tax Benefits shall have the meaning set forth in Section 2 hereof.

Tax Lessor's Adjusted Basis shall mean with respect to each Item of Property an amount which bears the same relation to the aggregate cash consideration paid by Tax Lessor pursuant to Section 2(a) hereof, as the amount of User's Adjusted Basis with respect to such Item of Property bears to the total User's Adjusted Basis with respect to all Items of Property, as such amount is reduced from time to time by the amount of Recovery Deductions allowed or allowable under Section 168 of the Code.

Tax Lessor's Cost shall mean with respect to each Item of Property Tax Lessor's Adjusted Basis with respect thereto on the date of this Lease.

Tax Lessor's Assignee shall mean the financial institution or institutions who provide the Permanent Financing.

User's Adjusted Basis shall mean with respect to each Item of Property the amount set forth opposite the description of such Item of Property under the caption "User's Adjusted Basis" in Exhibit A-1 hereto adjusted by any changes thereto determined under Sections 19.1 and 19.2 hereof.

SECTION 2. TRANSFER OF TAX BENEFITS.

(a) Execution of this Lease, the Bill of Sale and Purchase Agreement will cause Tax Lessor to be treated for federal income tax purposes (and for all other purposes) as the Owner of the Property and will cause certain Tax Benefits to be realized by Tax Lessor and to be no longer available to User. In consideration for the sale of the Property pursuant to the Bill of Sale and Purchase Agreement of even date herewith and the execution of this Lease, Tax Lessor has paid to User the sum of \$21,030,683.00 at the time of execution of the Bill of Sale, Purchase Agreement and this Lease.

(b) As used in this Lease, "Tax Benefits" include, without limitation, Investment Credit, and Recovery Deductions and Interest Deductions under any Permanent Financing allowable under the Code for, or in respect of, each Item of Property.

SECTION 3. OPTION TO PURCHASE.

At the end of the Lease Term, Tax Lessor hereby agrees to sell to User and User agrees to purchase at a cash price of \$1.00, all of Tax Lessor's right, title and interest in and to the Property. Upon execution of all appropriate documents of sale at the end of the Lease Term, all Items of Property shall be deemed to be redelivered to User "as is, where is" and this Lease shall be terminated.

SECTION 4. LEASE.

4.1. Lease. By virtue of the characterizations and elections set forth herein, Tax Lessor, as owner of each Item of Property, hereby leases each Item of Property to User for the Lease Term.

4.2. Net Lease. This Lease is a net lease and User's obligation to pay all Rent and other amounts payable hereunder shall be absolute and unconditional under any and all circumstances and, without limiting the generality of the foregoing, User shall not be entitled to any abatement of Rent or reduction thereof or setoff against Rent, including, but not limited to, abatements, reductions or setoffs due to any present or future Claims of User against Tax Lessor or any Tax Lessor's Assignee under this Lease or otherwise or against any assignee of User pursuant to Section 17 hereof; nor except as otherwise expressly provided herein, shall this Lease terminate, or the respective obligations of User be otherwise affected, by reason of any defect in title to any Item of Property or defect in or damage to or loss or destruction of all or any Item of Property from whatsoever cause, the taking or requisitioning of all or any Item of Property by condemnation or the interference with such use by any Person, the invalidity or unenforceability or lack of due authorization or other infirmity of this Lease, or lack of right, power or authority similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding, it being the intention of the parties hereto that the Rent and other amounts payable by User hereunder shall continue to be payable in all events unless the obligation to pay the same shall be terminated pursuant to Section 12.4 hereof. To the extent permitted by applicable law, User hereby waives any and all rights which it may now have or which at any time hereafter may be conferred upon it, by statute or otherwise, to terminate, cancel, quit or surrender this Lease of all or any Item of Property except in accordance with the express terms hereof. Each Rent or other payment made by User hereunder shall be final and User shall not seek to recover all or any part of such payment from Tax Lessor or any Tax Lessor's Assignee for any reason whatsoever.

4.3. Term of the Lease. The term of this Lease as to each Item of Property shall begin on the date hereof and subject to the provisions of Sections 12.4 and 14, shall terminate as to such Item of Property upon the earlier of February 1, 2002, or upon the date of the next Rent Payment Date following the date of any Event of Loss with respect to any Item of Property.

4.4. Section 168(f)(8) Election. For federal income tax purposes this Lease shall constitute an agreement with respect to "qualified leased property", as such term is defined in Section 168(f)(8)(D) of the Code. Tax Lessor, as lessor, and User, as lessee, hereby agree (i) irrevocably to elect to have the provisions of Section 168(f)(8) of the Code apply hereto and (ii) to file in timely manner the information returns and, if any, the amended returns or other documents specified in Section 5c.168(f)(8)-2 of the Regulations or in any subsequent Regulations which may apply to this transaction.

4.5. Rent. User shall pay to Tax Lessor, on each Rent Payment Date during the Lease Term, Rent with respect to all Items of Property in the amount set forth in the Schedule of Rent Payments.

4.6. Place of Rent Payment. All payments provided for in this Lease to be made to Tax Lessor shall be made to Tax Lessor at its main office in Rosemont, Illinois, or at such other place as Tax Lessor, or any Tax Lessor's Assignee, shall specify in writing.

SECTION 5 OWNERSHIP AND MARKING OF PROPERTY.

5.1 Retention of Title. Tax Lessor, as between Tax Lessor and User, shall and hereby does retain full legal title to each Item of Property notwithstanding the possession and use thereof by User.

5.2 Duty to Number and Mark Property. User will cause each Item of Property to be kept numbered with its road number as set forth in Exhibit A hereto and will keep and maintain, plainly, distinctly, permanently and conspicuously marked by a plate or stencil printed in contrasting color upon each side of each Item of Property in letters not less than 3/8th's inch in height as follows:

"Ownership subject to a security agreement
recorded with the Interstate Commerce Commission."

with appropriate changes thereof and additions thereto as from time to time may be required by law in order to protect the title of Tax Lessor to such Item of Property, its rights under this Lease and the rights of any Tax Lessor's Assignee. User will not place any such Item of Property in operation or exercise any control or dominion over the same until the required legend shall have been so marked on both sides thereof and will replace promptly any such names and word or words which may be removed, defaced or destroyed. User will not change the road number of any Item of Property except in accordance with a statement of new road numbers to be substituted therefor, which statement previously shall have been delivered to Tax Lessor, by User and filed, recorded or deposited in all public offices where this Lease shall have been filed, recorded or deposited.

5.3 Prohibition Against Certain Designations. Except as above provided, User will not allow the name of any person, association or corporation to be placed on each Item of Property as a designation that might be interpreted as a claim of ownership; provided, however, that User may cause any Item of Property to be lettered with the names or initials or other insignia customarily used by User or its affiliates or sublessees on railroad equipment used by it of the same or a similar type for convenience of identification of the right of User to use any Item of Property under this Lease.

SECTION 6. DISCLAIMER OF WARRANTIES.

USER LEASES THE PROPERTY, AS-IS, IN WHATEVER CONDITION IT MAY BE, WITHOUT ANY AGREEMENT, WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, BY EITHER TAX LESSOR OR OTHERWISE AS TO (A) THE FITNESS FOR ANY PARTICULAR PURPOSE OR MECHANABILITY OF ANY ITEM OF PROPERTY, (B) THE TITLE THERETO, OR TAX LESSOR'S INTEREST THEREIN, (C) USER'S RIGHT TO THE QUIET ENJOYMENT THEREOF, (D) THE DESIGN OR CONDITION OF, OR AS TO THE QUALITY OF, THE MATERIAL, ANY PART OF ANY ITEM OF PROPERTY OR WORKMANSHIP IN, ANY ITEM OF PROPERTY, OR (E) ANY OTHER MATTER WHATSOEVER, IT BEING AGREED THAT ALL SUCH RISKS, AS BETWEEN TAX LESSOR, ANY TAX LESSOR'S ASSIGNEE AND USER, ARE TO BE BORNE BY USER. TAX LESSOR HEREBY APPOINTS AND CONSTITUTES USER ITS AGENT AND ATTORNEY-IN-FACT DURING THE LEASE TERM TO ASSERT AND ENFORCE, FROM TIME TO TIME, IN THE NAME AND FOR THE ACCOUNT OF TAX LESSOR AND USER, AS THEIR INTERESTS MAY APPEAR, BUT IN ALL CASES AT THE SOLE COST AND EXPENSE OF USER, WHATEVER CLAIMS AND RIGHTS TAX LESSOR MAY HAVE AGAINST ANY PERSON OTHER THAN THE USER, PROVIDED, HOWEVER, THAT IF AT ANY TIME AN EVENT OF DEFAULT SHALL HAVE OCCURRED, TAX LESSOR MAY ASSERT AND ENFORCE, AT USER'S SOLE COST AND EXPENSE SUCH CLAIMS AND RIGHTS. TAX LESSOR SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO USER OR ANY OTHER PERSON WITH RESPECT TO ANY OF THE FOLLOWING: (i) ANY LIABILITY, LOSS OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY BY ANY ITEM OF PROPERTY OR BY ANY INADEQUACY THEREOF OR DEFICIENCY OR DEFECT THEREIN OR BY ANY OTHER CIRCUMSTANCES IN CONNECTION THEREWITH; (ii) THE USE, OPERATION OR PERFORMANCE OF ANY ITEM OF PROPERTY OR ANY RISKS RELATING THERETO; (iii) ANY INTERRUPTION OF SERVICE, LOSS OF BUSINESS OR ANTICIPATED PROFITS OR CONSEQUENTIAL DAMAGES; OR (iv) THE DELIVERY, PURCHASE, ACCEPTANCE, REJECTION, SALE, LEASING, RETURN, STORAGE, OPERATION, SERVICING, MAINTENANCE, REPAIR, IMPROVEMENT OR REPLACEMENT OF ANY ITEM OF PROPERTY.

SECTION 7. USER'S INDEMNITY.

7.1. Scope of Indemnity. User shall defend, indemnify and save harmless Tax Lessor, any Tax Lessor's Assignee and their respective successors and assigns from and against:

- (a) any and all loss or damage to any Item of Property, reasonable wear and tear excepted; and
- (b) any claim, cause of action, damages, liability, cost or expense (including, without limitation, counsel fees and costs in connection therewith) which may be incurred in any manner by or for the account of any of them
- (i) relating to any Item of Property or any part thereof, including, without

limitation, the construction, purchase, delivery, acceptance, rejection, ownership, sale, leasing, return or storage of any Item of Property or as a result of the use, maintenance, repair, replacement, operation or the condition thereof (whether defects are latent or discoverable by User, Tax Lessor or otherwise), (ii) by reason or as the result of any act or omission (whether negligent or otherwise) of Tax Lessor and/or User for itself or as agent or attorney-in-fact for Tax Lessor hereunder, (iii) as a result of claims for patent, trademark or copyright infringements relating to any Item of Property, or (iv) as a result of claims for negligence, intention acts or strict liability in tort related to this Lease or any Item of Property.

7.2. Continuation of Indemnities and Assumptions. The indemnities and assumptions of liability contained in this Section 7 shall continue in full force and effect notwithstanding the termination of this Lease, or the termination of the Lease Term hereof in respect of any or all Items of Property, whether by expiration of time, by operation of law, or otherwise. User shall be entitled to control, and shall assume full responsibility for the defense of such claim or liability, provided that Tax Lessor shall be promptly advised as to the status of such defenses.

SECTION 8. RULES, LAWS AND REGULATIONS.

User agrees to comply at all times during the Lease Term with all governmental laws, regulations, requirements and rules (including, without limitation, the rules of the United States Department of Transportation, the Interstate Commerce Commission and the current Interchange Rules or supplements thereto of the Mechanical Division, Association of American Railroads as the same may be in effect from time to time) with respect to the use and maintenance of each Item of Property; provided, however, that User shall be under no obligation to so comply so long as it is contesting in good faith and by appropriate legal proceedings such law, regulation, requirement or rule, and such failure of compliance does not, in the reasonable opinion of Tax Lessor or any Tax Lessor's Assignee, adversely affect the interest of either thereof in any Item of Property. In case any equipment or appliance is required to be altered, added, replaced or modified on any Item of Property in order to comply with such laws, regulations, requirements and rules, User agrees to make such alterations, additions, replacements and/or modifications at its own expense and title thereto shall be immediately vested in Tax Lessor. User agrees that, within thirty (30) days after the close of any calendar quarter in which User had made any such alteration, User will give written notice thereof to Tax Lessor describing, in reasonable detail, such alteration and specifying the cost thereof with respect to each Item of Property and the date or dates when made. Notwithstanding the fact that title to such alterations shall be transferred to Tax Lessor, User shall; to the extent permitted by applicable law, be entitled to claim the Investment Tax Credit and Recovery Deductions to which it would otherwise be entitled as owner of such alterations; if such Credit and/or Deductions are not, as a result of applicable law, available to User, User shall take whatever action may be necessary or appropriate to vest such Credit and/or Deductions in Tax Lessor.

SECTION 9. USE AND MAINTENANCE OF PROPERTY.

User shall use the Property only in the manner for which it was designed and intended, and so as to subject it only to reasonable wear and tear. User shall, at its own cost and expense, maintain and keep each Item of Property in good order, condition and repair, reasonable wear and tear excepted, qualified for use in interchange. Except as required by the provisions of Section 8 hereof, User shall not modify any Item of Property without the prior written authority and approval of Tax Lessor which shall not be unreasonably withheld. Any parts installed or replacements made by User upon any Item of Property pursuant to Section 8 hereof or pursuant to its obligation to maintain and keep each Item of Property in good order, condition and repair under this Section 9 shall be considered accessions to such Item of Property and title thereto shall immediately be vested in Tax Lessor without cost or expense to Tax Lessor. User shall make no other additions or improvements to any Item of Property unless the same are readily removable without causing material damage to such Item of Property. Title to any such readily removable additions or improvements shall remain with User. If User shall at its cost cause such readily removable additions or improvements to be made to any Item of Property, the User agrees that it will, prior to the return of such Item of Property to Tax Lessor hereunder, remove the same at its own expense without causing material damage to such Item of Property.

SECTION 10. LIENS ON THE PROPERTY.

User shall pay or satisfy and discharge any and all claims against, or affecting any Item of Property, if uncured, might constitute or become a Lien or a charge upon any Item of Property, and any Liens or charges which may be levied against or imposed upon any Item of Property as a result of the failure of User to perform or observe any of its covenants or agreements under this Lease or otherwise, and any other Liens or charges which arise by virtue of claims against, through or under any party other than Tax Lessor, but User shall not be required to pay or discharge any such claims so long as it shall, in good faith and by appropriate legal proceedings, contest the validity thereof in any reasonable manner which will not affect or endanger the title and interest of Tax Lessor or the security interest or other rights of any Tax Lessor's Assignee in and to the Property. User's obligations under this Section 10 shall survive the termination of this Lease.

SECTION 11. FILING: PAYMENT OF STATE AND LOCAL TAXES.

11.1. Filing. User will, at its sole expense, cause this Lease and the Security Agreement to be duly filed, registered, recorded or deposited with the Interstate Commerce Commission in accordance with 49 U.S.C. 11303 and in such other places within or without the United States as Tax Lessor or any Tax Lessor's Assignee may reasonably request and will furnish Tax Lessor and any Tax Lessor's Assignee proof thereof. User will, from time to time, do and perform any other act and will execute, acknowledge, deliver, file, register and record (and will refile, re-register or re-record whenever required) any and all further instruments required by law or reasonably

requested by Tax Lessor or any Tax Lessor's Assignee, for the purpose of protecting Tax Lessor's title to, or any Tax Lessor's Assignee's security interest in, or Tax Lessor's leasehold estate in, any Item of Property to the satisfaction of Tax Lessor's or any Tax Lessor's Assignee's counsel or for the purpose of carrying out the intention of this Lease, and in connection with any such action, will deliver to Tax Lessor and Assignee proof of such filings and an opinion of User's counsel that such action has been properly taken. User shall pay all costs, charges and expenses incident to any such filing, refiling, recording and re-recording or depositing and redepositing of any such instruments or incident to the taking of such action, and shall provide an opinion of counsel as to the proper recordation or filing of such instrument.

11.2. Payment of State and Local Taxes. All payments to be made by User hereunder will be free of expense to Tax Lessor, and any Tax Lessor's Assignee (the "Indemnitees") of collection or other charges and will be free of expense to the Indemnitees with respect to the amount of any local, state, federal or foreign taxes (other than any United States federal income tax (and, to the extent that any respective Indemnatee receives credit therefor against its United States federal income tax liability, any foreign income tax of such Indemnatee) payable by any respective Indemnatee in consequence of the receipt of payments provided herein and other than the aggregate of all net income or franchise taxes measured by net income based on such receipts, up to the amount of any such taxes which would be payable to the state and city in which such Indemnatee has its principal place of business without apportionment to any other state, except any such tax which is in substitution for or relieves User from the payment of taxes which it would otherwise be obligated to pay or reimburse as herein provided], assessments or license fees and any charges, fines or penalties in connection therewith (the "Impositions") hereafter levied or imposed upon or in connection with or measured by this Lease or any sale, rental, use, payment, shipment, delivery or transfer of title contemplated under the terms hereof and/or any Security Agreement, all of which Impositions User assumes and agrees to pay on demand in addition to the payments to be made by it provided for herein. User will also pay promptly all Impositions which may be imposed upon any Item of Property or for the use or operation thereof or upon the earnings arising therefrom or upon any Indemnatee solely by reason of its interest with respect thereto and will keep at all times all and every part of such Item of Property free and clear of all Impositions which might in any way affect the interest of any Indemnatee therein or result in a Lien upon any such Item of Property; provided, however, that User shall be under no obligation to pay any Impositions so long as it is contesting in good faith and by appropriate legal proceedings such Impositions and the nonpayment thereof does not, in the reasonable opinion of any Indemnatee, adversely affect the interest of any Indemnatee hereunder or under any Security Agreement. If any Impositions shall have been charged or levied against any Indemnatee directly and paid by such Indemnatee after such Indemnatee shall have given written notice thereof to User and the same shall remain unpaid for a period of ten (10) business days thereafter, User shall reimburse such Indemnatee on presentation of invoice therefor. Prior to making such payment, such Indemnatee shall promptly notify User of the Impositions charged or levied, and User shall have the opportunity to contest in good faith and by appropriate legal proceedings such Impositions, at its sole expense.

In the event any reports with respect to Impositions are required to be made on the basis of individual Items of Property, User will either prepare and file such reports in such manner as to show, as required, the interests of each Indemnitee in such Items of Property or, if it shall not be permitted to file the same, it will notify each Indemnitee of such reporting requirements, prepare such reports in such manner as shall be satisfactory to each Indemnitee and deliver the same to each Indemnitee within a reasonable period prior to the date the same is to be filed.

In the event that, during the Lease Term, any Imposition accrues or becomes payable or is levied or assessed (or is attributable to the period of time during the Lease Term) which User is or will be obligated to pay or reimburse pursuant to this Section 11.2, such liability shall continue, notwithstanding the expiration or termination of the Lease Term for any reason whatsoever, until all such Impositions are paid or reimbursed by User.

SECTION 12. INSURANCE; PAYMENT FOR CASUALTY OCCURRENCE.

12.1. Insurance. User agrees that it will at all times during the Lease Term and during any return and storage period hereunder and at its own cost and expense keep each Item of Property insured against such risks and in such amounts as are customarily insured against by similar companies, and in any event insured in the same manner and to the same extent that User insures other similar equipment which it owns or leases, and will maintain general public liability insurance with respect to each Item of Property against damage because of bodily injury, including death, or damage to property of others, such insurance to afford protection to the limit of not less than \$210,000,000.00 in the aggregate in any single occurrence. Any such property insurance may have deductible provisions to no greater extent than \$2,000,000.00 in the aggregate in any single occurrence, and any public liability insurance may have deductible provisions to no greater extent than \$2,000,000.00 in the aggregate in any single occurrence. All such insurance shall cover the interest of Tax Lessor, User, and any Tax Lessor's Assignee in the Property or, as the case may be, shall protect Tax Lessor, User, and any Tax Lessor's Assignee in respective risks arising out of the condition, maintenance, use, ownership and operation of the Property and shall provide that losses, if any, in respect to the Property shall, subject to the following provisions of this Section 12.1, be payable to User, Tax Lessor, and any Tax Lessor's Assignee as their respective interests may appear. All policies of insurance maintained pursuant to this Section shall provide that thirty (30) days' prior written notice of cancellation or other material change shall be given to Tax Lessor and any Tax Lessor's Assignee, that such insurance as to the interest of Tax Lessor or any Tax Lessor's Assignee therein shall not be invalidated by any act or neglect of User. User agrees that Tax Lessor and any Tax Lessor's Assignee shall not be held liable for insurance premium payments or deductible loss amounts under such policies. The loss, if any, shall be adjusted only with the approval of User, Tax Lessor and any Tax Lessor's Assignee. All such policies shall provide that the loss, if any, thereunder shall be adjusted and paid as provided in this Lease. User shall further furnish Tax Lessor and any Tax Lessor's Assignee with

certificates or other satisfactory evidence of maintenance of the insurance required hereunder, and with respect to any renewal policy or policies shall furnish certificates evidencing such renewal prior to the expiration of the original policy or policies. All insurance provided for in this Section shall be effective with insurance companies approved by Tax Lessor and any Tax Lessor's Assignee which approval shall not be unreasonably withheld.

The proceeds of any property insurance received by Tax Lessor and/or Tax Lessor's Assignee will be paid to User either (i) upon a written application signed by User for payment of, or to reimburse User for payment of, the costs of repairing, restoring or replacing the Item of Property which has been lost, damaged or destroyed (which application shall be accompanied by satisfactory evidence of such cost and the completion of such repair, restoration or replacement) or (ii) if this Lease is terminated with respect to such Item of Property because of the loss, damage or destruction thereof promptly upon payment by User of the Casualty Value; provided that, if User is at the time of the application in default in the payment of any other liability of User to Tax Lessor and/or any Tax Lessor's Assignee hereunder, such proceeds may be applied against such liability.

12.2. Duty of User to Notify Tax Lessor. In the event that any Item of Property shall be or become lost, stolen, destroyed or, in the reasonable opinion of User, irreparably damaged during the Lease Term or thereafter while such Item of Property is in the possession of User, or title or use thereof shall be requisitioned or taken over by any governmental authority under the power of eminent domain or otherwise during the Lease Term for a stated period which exceeds the then remaining term of this Lease (any such occurrence being hereinafter called an "Event of Loss"), User shall promptly and fully (after it has knowledge of such Event of Loss) inform Tax Lessor and any Tax Lessor's Assignee in regard thereto and shall pay the Casualty Value of such Item in accordance with the terms of Section 12.3 hereof.

12.3. Sum Payable for Casualty Loss. User, on the next succeeding Rent Payment Date following its knowledge of an Event of Loss with respect to any Item of Property, shall pay to Tax Lessor or any Tax Lessor's Assignee the Rent due on such Rent Payment Date for any such Item of Property plus any other sums due on or prior to such date then remaining unpaid plus a sum equal to the Casualty Value of any such Item of Property as of such Rent Payment Date.

12.4. Rent Termination. Upon (and not until) payment of all sums required to be paid pursuant to Section 12.3 hereof in respect of any Item of Property, the obligation to pay Rent for such Item of Property accruing subsequent to the Casualty Value payment date shall terminate, but User shall continue to pay Rent for all other Items of Property.

12.5. Disposition of Property. User shall, as agent for Tax Lessor, dispose of such Item of Property having suffered an Event of Loss as soon as it is able to do so for the fair market value thereof. Any such disposition shall be on an "as-is", "where-is" basis without representation or warranty, express or implied. As to each separate Item of Property so disposed of, User may, so long as no Event of Default shall have occurred and be continuing hereunder and so long as User has complied with the provisions of Section 12.3 hereof, retain all amounts arising from such disposition plus any insurance proceeds and damages received by User by reason of such Event of Loss plus any requisition or condemnation or awards attributable thereto. In disposing of such Item of Property, User shall take such action as Tax Lessor shall reasonably request to terminate any contingent liability which Tax Lessor might have arising after such disposition from or connection with such Item of Property.

12.6. Casualty Value. The Casualty Value of each Item of Property shall be an amount determined as of the date of the Event of Loss equal to that percentage of User's Adjusted Basis as set forth in Exhibit A-1 hereof, of such Item of Property set forth in the Schedule of Casualty Value attached hereto as Schedule 2 opposite such date of payment.

12.7. Risk of Loss. User shall bear the risk of loss with respect to the Property and, except as hereinabove in this Section 12 provided, shall not be released from its obligations hereunder in the event of any Event of Loss to any Item of Property from and after the date thereof and continuing until payment of the Casualty Value and all Rent and other sums due on and prior to the date of payment of such Casualty Value in respect of such Item of Property has been made.

12.8. Eminent Domain. In the event that during the Term, the use of any Item of Property is requisitioned or taken by any governmental authority or otherwise under the power of eminent domain or otherwise for an indefinite period or for a stated period which does not exceed the Term, User's obligation to pay Rent and other sums due hereunder shall continue. So long as no Event of Default has occurred and/or is continuing, User shall be entitled to receive and retain for its own account all sums payable for any such period by such governmental authority as compensation for requisition or taking of possession.

SECTION 13. ANNUAL REPORTS.

13.1. Duty of User to Furnish. On or before April 1, 1983 and annually thereafter, User will furnish to Tax Lessor and any Tax Lessor's Assignee, an accurate statement, as of the preceding December 31 (a) showing the amount, description and numbers of the Items of Property then leased hereunder, the amount, description and numbers of all Items of Property that may have suffered an Event of Loss during the twelve (12) months ending on such December 31 (or since the date of this Lease, in the case of the first such statement), and such other information regarding the condition or repair any Item of the Property as Tax Lessor and any Tax Lessor's Assignee, may reasonably request, and (b) stating that all Items of Property then leased hereunder are covered by the insurance required to be maintained pursuant to Section 12.1 hereof (identifying the scope of all such coverage and the insurance carrier or carriers), and that, in the case of all Property repainted during the period covered by such statement, the markings required by Section 5.2 hereof shall have been preserved or replaced.

13.2. Tax Lessor's Inspection Rights. Tax Lessor and any Tax Lessor's Assignee, each shall have the right, at their respective sole cost and expense, by their respective authorized representatives, to inspect the Property and User's records with respect thereto, at such times as shall be reasonably necessary to confirm thereto the existence and proper maintenance of the Property during the Lease Term.

SECTION 14. DEFAULT.

14.1. Events of Default. Any of the following events shall constitute an Event of Default hereunder:

(a) Default shall be made in the payment of any part of the Rent or other sums due hereunder and such default shall continue for five (5) days;

(b) User shall make or permit any unauthorized assignment or transfer of this Lease, or of possession of any Item of Property;

(c) Default shall be made in the observance or performance of any of the covenants, conditions and agreements on the part of User contained in Section 12 of this Lease;

(d) Default shall be made in the observance or performance of any other of the covenants, conditions and agreements on the part of User contained herein, in the Bill of Sale and Purchase Agreement or in any Security Agreement and such default shall continue for thirty (30) days after written notice from Tax Lessor or any Tax Lessor's Assignee shall have been received by User pursuant to personal service thereof or by certified or registered mail, specifying the default and demanding the same to be remedied;

(e) Any representation or warranty made by User herein or in the Bill of Sale and Purchase Agreement or in any Security Agreement or in any statement or certificate furnished to Tax Lessor or any Tax Lessor's Assignee pursuant to or in connection with this Lease, the Bill of Sale and Purchase Order Agreement or any Security Agreement is untrue in any material respect as of the date of issuance or making thereof;

(f) A petition for reorganization under the bankruptcy, insolvency or similar act, as now constituted or as hereafter amended or enacted, shall be filed by or against User, and all the obligations of User under this Lease shall not have been duly assumed in writing, pursuant to a court order or decree, by a trustee or trustees appointed in such proceedings or otherwise given a status comparable to the obligations incurred by such trustee or trustees within thirty (30) days after such appointment, if any, or sixty (60) days after such petition shall have been filed, whichever shall be earlier;

(g) Any other proceeding shall be commenced by or against User for any relief under any bankruptcy, insolvency or similar law, or laws relating to the relief of debtors, readjustments of indebtedness, reorganizations, arrangements, compositions or extensions (other than a law which does not permit any readjustment of the indebtedness payable hereunder) and all the obligations of User under this Lease shall not have been duly assumed in writing, pursuant to a court order or decree, by a trustee or trustees or receiver or receivers appointed for User or for the property of User in connection with any such proceedings or otherwise given a status comparable to obligations incurred by such trustee or trustees or receiver or receivers, within thirty (30) days after such appointment, if any, or sixty (60) days after such proceedings have been commenced, whichever shall be earlier; or

(h) User shall be in default under any material obligation for the payment of borrowed money or for the deferred purchase price of, or for the payment of any rent under any lease agreement covering real or personal property required for the continued operation of User, and all remedies in respect of such default shall not then be stayed pursuant to the terms of the contract governing such obligations.

14.2. Remedies. If any Event of Default has occurred and is continuing, Tax Lessor or, in the event this Lease shall be assigned to Tax Lessor's Assignee, at its option, may:

(a) Proceed by appropriate court action or actions, either at law or in equity, to enforce performance by User of the applicable covenants of this Lease or to recover damages for the breach thereof, including reasonable attorneys' fees; or

(b) By notice in writing to User, terminate this Lease, whereupon all right of User to the use of the Property shall absolutely cease and terminate as though this Lease had never been made, but User shall remain liable as hereinafter provided; and thereupon, Tax Lessor and/or any Tax Lessor's Assignee, as the case may be, may by its agents enter upon the premises of User or other premises where any of the Property may be located and take possession of all or any of the Items of Property and thenceforth hold, possess and enjoy the same free from any right of User, or its successors or assigns, to use such Items for any purpose whatever, but Tax Lessor, or any Tax Lessor's Assignee, as the case may be, shall nevertheless have a right to recover from User any and all amounts which may have accrued to the date of such termination (computing the Rent for any number of days less than a full rental period by multiplying the Rent for such full rental period by a fraction of which the numerator is such number of days and the denominator is the total number of days in such full rental period) and also to recover forthwith from User (i) as damages for loss of the bargain and not as a penalty, whichever of the following amounts Tax Lessor or any Tax Lessor's Assignee, as the case may be, in its sole discretion, shall specify: (a) a sum with

respect to each Item of Property which represents the excess of the present worth, at the time of such termination, of all Rent for such Item which would otherwise have accrued hereunder from the date of such termination to the end of the Lease Term over the then present worth of the then Fair Rental Value of such Item for such period computed by discounting from the end of such Term to the date of such termination rentals which Tax Lessor or any Tax Lessor's Assignee, as the case may be, reasonably estimates to be obtainable for the use of such Item during such period, such present worth to be computed in each case on a basis of five per centum (5%) per annum discount, compounded quarterly from the respective dates on which Rents would have been payable hereunder had this Lease not been terminated, or (b) an amount equal to the excess, if any, of the Casualty Value of such Item of Property as of the Rent Payment Date on or immediately preceding the date of termination over the amount Tax Lessor or such assignee, as the case may be, reasonably estimates to be the Fair Market Value thereof at such time; provided, however, that in the event Tax Lessor or any Tax Lessor's Assignee, as the case may be, shall have sold any Item of Property, such party, in lieu of collecting any amounts payable thereto by User pursuant to the preceding clauses (a) and (b) of this part (i) with respect thereto may, if it shall so elect, demand that User pay such party and User shall pay to such party, on the date of such sale, as liquidated damages for loss of a bargain and not as a penalty, an amount equal to the excess, if any, of the Casualty Value of such Item of Property as of the Rent Payment Date on or immediately preceding the date of termination over the net proceeds of such sale, and (ii) any damages or expenses, other than for a failure to pay Rent, in addition thereto, including reasonable attorneys' fees, which Tax Lessor or any Tax Lessor's Assignee, as the case may be, shall have sustained by reason of the breach of any covenant or covenants of this Lease other than for the payment of Rent.

For purposes of this Section 14.2, the Fair Rental Value for any Item of Property shall be determined on the basis of, and shall be equal in amount to, the value which would obtain in an arm's-length transaction between an informed and willing lessee (other than a lessee currently in possession) and an informed and willing lessor under no compulsion to lease. If Tax Lessor and User are unable to agree upon a determination of the Fair Rental Value of such Item of Property, such value shall be determined in accordance with the foregoing definition by a qualified independent Appraiser. The term "Appraiser" shall mean two independent appraisers, one chosen by Tax Lessor and one chosen by User, or if such appraisers cannot agree on the amount of such Value, determined on the basis of an appraisal made by a third appraiser chosen by the American Arbitration Association. The Appraiser shall be instructed to make such determination within a period of thirty (30) days following appointment, and shall promptly communicate such determination in writing to Tax Lessor and User. The determination so made shall be conclusively binding upon both Tax Lessor and User. The expenses and fees of the Appraiser shall be borne by User. The Fair Market Value for any Item of Property shall be determined in a similar manner with appropriate adjustments for sale rather than rental, with any appraisal expenses to be borne by User; provided that any sale in a commercially reasonable manner of any Item of Property prior to any such determination shall conclusively establish the Fair Market Value of such Item, and any rental in a commercially reasonable manner of any Item of Property prior to any such determination shall conclusively establish the Fair Rental Value of such Item.

14.3. Cumulative Remedies. The remedies in this Lease provided in favor of Tax Lessor or any Tax Lessor's Assignee, as the case may be, shall not be deemed exclusive, but shall be cumulative and shall be in addition to all other remedies in their favor existing at law or in equity. User hereby waives any mandatory requirements of law, now or hereafter in effect, which might limit or modify any of the remedies herein provided, to the extent that such waiver is permitted by law. User hereby waives any and all existing or future claims of any right to assert any offset against the Rent due hereunder, and agrees to make the Rent regardless of any offset or claim which may be asserted by User on its behalf in connection with the lease of the Property.

14.4. Failure to Exercise Rights. The failure of Tax Lessor or any Tax Lessor's Assignee, as the case may be, to exercise the rights granted to it hereunder upon any occurrence of any of the contingencies set forth herein shall not constitute a waiver of any right upon the continuation or recurrence of any such contingencies or otherwise.

14.5. Notice of Event of Default. User also agrees to furnish to Tax Lessor and any Tax Lessor's Assignee, promptly upon any responsible officer becoming aware of any condition which constitutes an Event of Default under this Lease or which, after notice or lapse of time, or both, would constitute such an Event of Default, written notice specifying such condition and the nature and status thereof and indicating the intention or expectation of User as to the disposition thereof. For the purposes of this Section 14.5 a "responsible officer" shall mean, with respect to the subject matter of any covenant, agreement or obligation of User in this Lease contained, any officer of User who, in the normal performance of his operational responsibilities, would have knowledge of such matter and the requirements of this Lease with respect thereto.

SECTION 15. RETURN OF PROPERTY UPON DEFAULT.

15.1. User's Duty to Return. If Tax Lessor or any Tax Lessor's Assignee shall terminate this Lease pursuant to Section 14 hereof, User shall forthwith deliver possession of the Property to Tax Lessor. For the purpose of delivering possession of any Item of Property to Tax Lessor as above required, User shall at its own cost, expense and risk (except as hereinafter stated):

(a) Forthwith place such Property in such reasonable storage place as Tax Lessor may designate or, in the absence of such designation, as User may select;

(b) Permit Tax Lessor to store such Property in such reasonable storage place without charge for insurance, rent or storage until such Property has been sold, leased or otherwise disposed of by Tax Lessor; and/or

(c) Transport the Property to any place all as Tax Lessor may direct in writing.

Each Item of Property returned to Tax Lessor pursuant to this Section 15 shall (i) be in the same operating order, repair and condition as when originally delivered to User, reasonable wear and tear excepted, (ii) have attached or affixed thereto any part, addition or improvement title to which is vested in Tax Lessor pursuant to Section 8 hereof and have removed therefrom, at the expense of User, any readily removable addition or improvement title to which is vested in User pursuant to Section 9 hereof, and (iii) meet the applicable standards then in effect for such Item of Property under all governmental laws, regulations, requirements and rules (including without limitation, rules of the United States Department of Transportation, the Interstate Commerce Commission, and interchange rules or supplements thereto of the Association of American Railroads).

Until the date on which an Item of Property is assembled, delivered and stored as hereinabove provided, User shall pay Tax Lessor in addition to the payments required hereunder, an amount per day equal to one hundred and fifty percent (150%) of the daily Rent for each such Item hereunder.

15.2. Specific Performance. The assembling, delivery, storage and transporting of the Property as hereinbefore provided are of the essence of this Lease, and upon application to any court of equity having jurisdiction in the premises, Tax Lessor shall be entitled to a decree against User requiring specific performance of the covenants of User so to assemble, deliver, store and transport the Property.

15.3. Tax Lessor Appointed User's Agent. Without in any way limiting the obligation of User under the foregoing provisions of this Section 15, User hereby irrevocably appoints Tax Lessor as the agent and attorney-in-fact of User, with full power and authority, at any time while User is obligated to deliver possession of any Items of Property to Tax Lessor, to demand and take possession of such Item in the name and on behalf of User from whomsoever shall at the time be in possession of such Item.

SECTION 16. ASSIGNMENTS BY TAX LESSOR.

This Lease and all Rent and all other sums due or to become due hereunder may be assigned in whole or in part by Tax Lessor as security for the Permanent Financing without the consent of User, but User shall be under no obligation to any assignee of Tax Lessor (Tax Lessor's Assignee), except upon written notice of such assignment from Tax Lessor received by User by personal service or by certified or registered mail. Upon notice to User of any such assignment, the Rent and other sums payable by User which are the subject matter of the assignment shall be paid to or upon the written order of any Tax Lessor's Assignee. Without limiting the foregoing, User further acknowledges and agrees that (i) the rights of any any Tax Lessor's Assignee in and to the sums payable by User under any provision of this Lease shall not be subject to any abatement whatsoever and shall not be subject to any defense, setoff, counterclaim or recoupment whatsoever whether by reason of failure of or defect in Tax Lessor's title, or any interruption from whatsoever cause in the use, operation or possession of the Property or any part thereof, or any damage to or loss or destruction of the Property

or any part thereof, or by reason of any indebtedness or liability, howsoever and whenever arising, of Tax Lessor or User to any other Person, or for any cause whatsoever, it being the intent hereof that, except in the event of a wrongful act on the part of any Tax Lessor's Assignee, User shall be unconditionally and absolutely obligated to pay any Tax Lessor's Assignee all of the Rent and other sums from time to time due under this Lease which are the subject matter of the assignment, (ii) any Tax Lessor's Assignee, shall, if an Event of Default, or any event which with the lapse of time or the giving of notice, or both, would constitute such an Event of Default, shall have occurred and be continuing, have the sole right to exercise all rights, privileges and remedies (either in its own name or in the name of Tax Lessor for the use and benefit of any Tax Lessor's Assignee) which by the terms of this Lease are permitted or provided to be exercised by Tax Lessor [except those rights, privileges and remedies relating to amounts payable to Tax Lessor pursuant to Section 12.1 (with respect to public liability insurance) and Sections 11.2 and 19.4 hereof which shall remain enforceable by Tax Lessor], but if no Event of Default or event which with the lapse of time or giving of notice, or both, would constitute an Event of Default, shall have occurred and be continuing, any Tax Lessor's Assignee and Tax Lessor may each exercise their respective rights, privileges and remedies stated in this Lease to be provided for their respective benefits, and (iii) all obligations of Tax Lessor to User under this Lease shall be and remain enforceable by User against, and only against, Tax Lessor.

SECTION 17. ASSIGNMENTS BY USER; USE AND POSSESSION.

17.1. User's Rights to the Property. So long as no Event of Default, or any event which with the lapse of time or the giving of notice, or both, would constitute such an Event of Default, shall have occurred and be continuing, User shall be entitled to the possession and use of the Property in accordance with the terms of this Lease, but, without the prior written consent of Tax Lessor, and, in the event this Lease has been assigned to Tax Lessor's Assignee, any Tax Lessor's Assignee, User shall not assign, transfer or encumber its interest under this Lease in any of the Property except as to any Liens or encumbrances upon its leasehold estate created hereunder or to the extent permitted by the provisions of this Section 17.2. User shall not, without the prior written consent of Tax Lessor, and, in the event this Lease has been assigned, such assignee, part with the possession or control of, or suffer or allow to pass out of its possession or control, any of the Property, except to the extent permitted by the provisions of this Section 17.

17.2. Permitted Subleases. Notwithstanding the provisions of Section 17.1 hereof, User may sublease any Item of Property in accordance with its normal business practices so long as such sublease does not constitute a lease pursuant to Section 168(f)(8) of the Code or the regulations thereunder.

Any such sublease may provide that User, so long as it shall not be in default under this Lease, shall be entitled (subject to the rights of any Tax Lessor's Assignee upon the happening of an Event of Default) to the possession of each Item of Property included in such Lease and the use thereof, and may provide for lettering or marking upon such Property for convenience of identification of the leasehold interest of such sublessee therein. Every such sublease shall expressly subject the rights of User under such lease to the rights of the Tax Lessor's Assignee in respect of each Item of Property covered by such Lease in the event of the happening of an Event of Default.

SECTION 18. INTEREST ON OVERDUE RENTALS.

Anything to the contrary herein contained notwithstanding, any nonpayment of Rent due hereunder shall result in the additional obligation on the part of User to pay also an amount equal to eighteen percent (18%) per annum (or the highest lawful rate, whichever is less) on the overdue rentals for the period of time during which they are overdue.

SECTION 19. FEDERAL INCOME TAX INDEMNIFICATION.

19.1. Redetermination of Adjusted Basis.

(a) If at any time it shall be determined that (A) the actual adjusted basis of User with respect to any Item of Property is less than User's Adjusted Basis set forth with respect to such Item of Property in Exhibit A-1, or (B) any Item of Property does not constitute "qualified leased property" as defined in Section 168(f)(8) of the Code, then the User's Adjusted Basis as set forth in Exhibit A, and the amount paid as provided in Section 2(a) shall, without further action by the parties hereto, be adjusted to reflect such lower amount, as of the date of this Lease. The resulting deduction in the amount provided in Section 2(a) shall be repaid by User to Tax Lessor promptly upon such determination, together with interest at a rate per annum equal to eighteen percent (18%) (or the highest lawful rate, whichever is lesser). The parties may execute and deliver amendments to this Agreement and such other instruments and documents as they may agree in order to evidence and reflect such adjustments, it being agreed that no such execution and delivery is necessary to effect such adjustments.

(b) If at any time prior to the filing of Tax Lessor's Federal Income Tax Return for the taxable year including the date of this Lease it shall be determined that the actual adjusted basis of User with respect to any Item of Property is greater than User's Adjusted Basis set forth with respect to such Item of Property in Exhibit A-1, Tax Lessor shall pay to User the amount of such excess and the Rent due hereunder shall be increased proportionately as of the date of this Lease. The parties shall promptly execute and deliver amendments to this Lease and such other instruments and documents as they may agree in order to evidence and reflect such adjustments, it being agreed that no such execution and delivery is necessary to effect such adjustments.

19.2. Tax Representations of the User. User represents and warranties to Tax Lessor as follows:

(a) Warranty as to Tax Benefits. Upon the execution and delivery of this Lease, Tax Lessor will acquire the full and valid right to claim and have the Tax Benefits, subject to the terms and conditions of this Lease, and User will take any and all action required to defend Tax Lessor's right to claim and have the same.

(b) Federal Tax Characteristics of the Property. Each Item of Property is "qualified leased property" within the meaning of Section 168(f)(8)(D) of the Code, except that User makes no representation or warranty with respect to the qualification of the Property under Section 168(f)(8)(D)(ii)(III) of the Code, and further, is "10-year property" within the meaning of Section 168(c)(2)(B) of the Code with respect to which Recovery Deductions in the respective percentages of

Tax Lessor's Cost set forth in Section 168(b)(1)(A) of the Code are allowable in each recovery year. User's Adjusted Basis of each Item of Property, for purposes of Section 168(f)(8)(D)(ii)(III) of the Code, is not less than the User's Adjusted Basis, as herein defined. Each Item of Property identified in Exhibit A-1 hereto is "new Section 38 property" within the meaning of Section 48(b) of the Code and an amount equal to 10% of Tax Lessor's Cost constitutes the amount of the Investment Credit allowable under Section 46 of the Code. Each Item of Property was, but for the provisions of Section 168(f)(8)(D) of the Code, placed in service by user after December 31, 1980 and on or before the date hereof. The Lease Term does not exceed the greater of ninety percent (90%) of the useful life of each Item of Property for purposes of Section 167 of the Code, or one hundred fifty percent (150%) of the present class life of any Item of Property within the meaning of Section 168(f)(8)(B)(iii)(I) or (II) of the Code.

(c) Assuming the accuracy of Tax Lessor's representations, all of the requirements of Section 168(f)(8)(B) of the Code have been met on the date hereof for each Item of Property.

(d) Neither User nor any Person claiming through User has claimed or will claim the Investment Credit, Recovery Deductions or any other attributes of tax ownership as to any Item of Property with respect to any period prior to the date hereof.

19.3. Tax Covenants of User. User covenants and agrees with Tax Lessor as follows:

(a) Amendment to Conform to Regulations. If hereafter Regulations are published under the Code which apply to the transaction contemplated by this Lease and which are, for any reason and in any respect, contrary to, or inconsistent with, the terms and provisions of this Lease, and in particular but not limited by the Tax Assumptions set forth in Section 19.4(a) hereof, or clarify or make more certain the fulfillment of the objectives sought to be attained by the parties hereto, and, in consequence thereof, the parties hereto are required or permitted to amend or modify this Lease to conform to, or comply with, such Regulations or amendments, User agrees to execute and deliver such amendments and modifications hereof as shall be required or desirable in order to preserve or obtain for the respective parties hereto the rights and benefits which each seeks in the execution hereof.

(b) Restriction on Transfer or Use. So long as this Lease shall be in effect, no Item of Property shall be transferred or otherwise disposed of or delivered by User to, nor shall User permit the use of any Item of Property by, (i) an organization which is exempt from the tax imposed by Chapter 1 of Subtitle A of the Code, (ii) the United States, any state or political subdivision thereof, any international organization, or any agency or instrumentality of any of the foregoing, or (iii) any other Person, if, in any such case, in consequence of such transfer, disposition or use any such Item of Property shall cease to be treated as "Section 38 property" under the Code.

(c) Consistent Tax Returns. User agrees that neither User nor any affiliate of User will at any time take any actions, directly or indirectly, or file any returns or other documents inconsistent with the assumptions set forth in Section 19.4(a) hereof.

19.4. Special Tax Idemnity.

(a) Tax Assumptions. This Lease has been entered into on the assumptions that Tax Lessor, as the party entitled to claim the Tax Benefits, will be entitled to take into account certain credits, deductions and other benefits as are provided by the Code, including, without limitaion:

(i) The investment credit (the Investment Credit) for each Item of Property, in an amount equal to 10% of Tax Lessor's Cost of such Item of Property in Tax Lessor's taxable year which includes the date hereof (the "current taxable year").

(ii) Recovery deductions (Recovery Deductions) under Section 168(a) of the Code for each Item of Property, in an amount determined, commencing with Tax Lessor's current taxable year, by multiplying Tax Lessor's Cost of such Item of Property by the percentages applicable under Section 168(b)(1)(A) of the Code with respect to "10-year property" within the meaning of Section 168(c)(2)(B) of the Code.

(iii) Deductions with respect to interest paid on the Permanent Financing (Interest Deductions) in respect of each period.

Tax Lessor will claim the Investment Credit on its federal income tax return for its current taxable year and the Recovery Deductions, and the Interest Deductions on its federal income tax returns in each year commencing with its current taxable year.

(b) Indemnification. If because of any act or omission to act of User, or because of any nonconfirmation or noncompliance with any of User's representations, warranties and agreements set forth in Section 19.2 or 19.3 above, Tax Lessor shall not be allowed for any taxable year (or portion thereof) to take into account the Investment Credit, the Recovery Deductions, or the Interest Deductions, or other Tax Benefits provided by the Code under the assumptions set forth above in this Section 19.4, or if all or any protion of the Investment Credit or the Recovery Deduction is recaptured pursuant to Section 47 or Section 1245 of the Code or any other similar provision (any such non-allowance or recapture being referred to hereafter as a "Loss"), then User will pay to Tax Lessor an amount which, after reduction by all income taxes required to be paid by Tax Lessor in respect of the receipt of such amount, shall be sufficient to maintain the pre-tax yield, after-tax cash flows and net present value after-tax cash, computed using a discount rate of 5% per annum, which Tax Lessor would have realized but for such Loss. Tax Lessor shall provide a calculation of such amount. All amounts payable to Tax Lessor hereunder shall be paid promptly, and in any event within 15 days after receipt by User of a written demand therefor, accompanied by a written statement describing in reasonable detail the related Loss and the computation of the amount so payable.

(c) Contest of Disallowance of Tax Benefits. In the event a claim shall be made at any time by the Internal Revenue Service which, if successful, would require User to indemnify Tax Lessor under paragraph (b) of this Section, Tax Lessor hereby agrees to take such action in connection with contesting such claim, in good faith and forceful manner, as User shall reasonably request in writing from time to time; provided, however, that (i) within 30 days after notice by Tax Lessor to User of such claim, User shall request that such claim be contested; (ii) prior to taking such action, User shall have furnished Tax Lessor with an opinion of independent tax counsel satisfactory to Tax Lessor to the effect that a meritorious defense exists to such claim; (iii) User shall have indemnified Tax Lessor in a manner satisfactory to Tax Lessor for any liability or loss which Tax Lessor may incur as the result of contesting such claim and shall have agreed to pay Tax Lessor on demand an amount which, after payment of all taxes incurred in respect of the receipt thereof, less any taxes saved by the deduction thereof, shall be equal to all costs and expenses which Tax Lessor may incur in connection with contesting such claim, including, without limitation, reasonable attorneys' and accountants' fees and disbursements, and the amount of any interest or penalty which may ultimately be payable as a result of contesting such claim; (iv) Tax Lessor shall control all proceedings taken in connection with such contest and, at its sole option, may pursue or forego any and all administrative appeals, proceedings, hearings and conferences with the Internal Revenue Service in respect of such claims and may, at its sole option, either pay the tax claimed and sue for a refund or contest the claim in any permissible forum considering, however, in good faith such request as User shall make concerning the most appropriate forum in which to proceed; and (v) if Tax Lessor shall have elected hereunder to pay the tax claimed and then seek a refund, User will provide Tax Lessor with sufficient funds, on an interest free basis, to pay the tax. If any such claim referred to above shall be made by the Internal Revenue Service and User shall have reasonably requested Tax Lessor to contest such claim as above provided and shall have duly complied with all of the terms of this paragraph, User's liability for indemnification shall become fixed upon final determination of the liability of Tax Lessor. At such time User shall become obligated for the payment of any indemnification hereunder resulting from the outcome of such contest, and Tax Lessor shall become obligated to pay to User any refund received. The obligations of Tax Lessor and User will first be set off against each other and any difference owing by either party shall be paid within 30 days after such final determination. If in connection with such final determination Tax Lessor received a refund of tax, any interest also received by Tax Lessor and fairly attributable to such refund of tax will be paid over to User. In the case of any such claim by the Internal Revenue Service referred to above, Tax Lessor agrees promptly to notify User in writing of such claim and agrees not to make payment of the tax claimed nor to consent to the assessment of any deficiency relating to such claim for at least 30 days after the giving of such notice and agrees to give User any relevant information relating to such claim which may be particularly within the knowledge of Tax Lessor and otherwise to cooperate with User in good faith in order to contest any such claim effectively.

19.5. Survival. All of Tax Lessor's rights and privileges arising from the indemnities contained in this Section 19 shall survive the expiration or other termination of this Lease with respect to any or all Items of Property and such

indemnities are expressly made for the benefit of, and shall, subject to Section 19.6 hereof, be enforceable by, Tax Lessor, its successors and assigns, including any Tax Lessor's Assignee. All of User's rights and privileges contained in this Section 19 shall survive the expiration or other termination of this Lease with respect to any or all Items of Property and such rights and privileges shall be enforceable by User, its successors and assigns. All of User's rights and privileges contained in this Section 19 shall survive the expiration or other termination of this Lease with respect to any or all Items of Property and such rights and privileges shall be enforceable by or against User, its successors and assigns.

19.6. Tax Lessor's Assignee's Rights. Anything herein to the contrary notwithstanding, the rights of Tax Lessor pursuant to this Section 19 shall inure to the sole and exclusive benefit of Tax Lessor (and not Tax Lessor's Assignee) unless Tax Lessor shall otherwise agree in a separate written instrument.

SECTION 20. REPRESENTATIONS AND WARRANTIES OF USER.

User represents, warrants and agrees with Tax Lessor that:

(a) Due Organization. User is a corporation duly organized and validly existing in good standing under the laws of the State of Delaware and has the power and authority to carry on its business as presently conducted, to transfer the Property and the Tax Benefits, to own or hold property under lease and to enter into and perform its obligations under the Bill of Sale, the Purchase Agreement and under this Lease. User has not failed to qualify to do business in any jurisdiction where failure so to qualify could materially and adversely affect its financial condition of its ability to perform any of its obligations under this Lease.

(b) Due Authorization. The execution, delivery and performance by User of this Lease, Bill of Sale and Purchase Agreement have been duly authorized by all necessary corporate action on the part of User.

(c) Due Execution. This Lease, Bill of Sale and Purchase Agreement have been duly executed and delivered by User and constitute the legal, valid and binding obligations of User, enforceable against User in accordance with its terms.

(d) No Violation. Neither the execution or delivery of this Lease, nor the consummation of the transactions contemplated hereby, nor the performance by User of its respective obligations hereunder, violates or will violate any law, governmental rule or regulation or any judgment, order or decree of any court, administrative agency or other governmental authority, or conflicts or will conflict with, or results or will result in a breach of any of the terms, conditions or provisions of, or constitutes or will constitute a default under, or results or will result in the creation or imposition of any Lien upon any of the properties

or assets of User pursuant to its Certificate of Incorporation or By-laws or any agreement or instrument to which User is subject or is a party or by which it or any of its properties are bound, or requires or will require the consent or approval of any trustee or holders of indebtedness or obligations of User, except such as have been duly obtained and copies of which have been delivered to User.

(e) No Registration, etc. No consent or approval of, giving of notice to, registration with, or taking of any action in respect of or by, any federal, state or local government authority or agency or other Person is or will be required in connection with the execution, delivery or performance by User of, or the consummation by User of the transactions contemplated by this Lease, except such as have been duly obtained, given or accomplished.

(f) Title to Property. Immediately prior to the execution of this Lease the Bill of Sale and Purchase Agreement, User was the owner of each Item of Property, free and clear of all Liens, except (A) Liens for taxes either not yet due or which are being contested in good faith with due diligence and by appropriate proceedings, and (B) inchoate materialmen's, mechanics', carriers', warehousemen's or other like Liens arising in the ordinary course of business of User. User will indemnify and save harmless Tax Lessor from and against any of the foregoing.

SECTION 21. REPRESENTATIONS, WARRANTIES AND AGREEMENTS OF TAX LESSOR.

21.1. Representations and Warranties. Tax Lessor represents, warrants and agrees with User that:

(a) Due Organization. Tax Lessor is a corporation duly organized and validly existing in good standing under the laws of the State of Delaware and has the power and authority to carry on its business as presently conducted, to purchase the property and the Tax Benefits, to own or hold property under lease and to enter into and perform its obligations under this Lease.

(b) Due Authorization. The execution, delivery and performance by Tax Lessor of this Lease has been duly authorized by all necessary corporate action on the part of Tax Lessor.

(c) Due Execution. This Lease has been duly executed and delivered by Tax Lessor and constitutes the legal, valid and binding obligation of Tax Lessor, enforceable against Tax Lessor in accordance with its terms.

(d) No Violation. Neither the execution or delivery of this Lease, nor the consummation of the transactions contemplated hereby, nor the performance by Tax Lessor of its obligations hereunder, violates or will violate any law, governmental rule or regulation or any judgment, order or decree of any court, administrative agency or other governmental authority, or conflicts or will conflict with, or results or will result in a breach of any of the provisions of, the Certificate of Incorporation or By-laws of Tax Lessor or any agreement or instrument to which Tax Lessor is subject or is a party or by which it is bound.

(e) Conditions of Section 168(f)(8)(B) of the Code. Tax Lessor is a corporation which meets the conditions of Section 168(f)(8)(B) of the Code and on the date hereof the minimum investment of Tax Lessor in each Item of Property is not less than 10 percent of the Tax Lessor's Adjusted Basis of such Item of Property.

21.2. Further Assurances. Tax Lessor, at the cost and expense of User, will cause to be promptly and duly made, taken, executed, acknowledged and delivered and such further elections, acts, documents and assurances as User may from time to time reasonably request in order more effectively to carry out the intent and purpose of this Lease.

SECTION 22. PERMANENT FINANCING.

It is the intention of the Tax Lessor to obtain financing from an independent third party for the payment set forth in Section 2(a) hereof (the "Permanent Financing"). The principal amount of such financing shall not exceed 75% of the payment set forth in Section 2(a) hereof, nor shall the term thereof exceed the term of this Lease as to each Item of Property. It is Tax Lessor's further intention to assign the Rent to a lender pursuant to such Permanent Financing (Tax Lessor's Assignee").

The terms of this Lease shall, at the request of Tax Lessor, be amended at any time prior to January 31, 1982 solely as may be required by the terms and conditions of the Permanent Financing; provided, however, that the payment set forth in Section 2 hereof shall not be amended and further provided that the Rent provided for herein may be amended upward or downward to an amount that is equal to the scheduled amortization of principal and interest pursuant to the Permanent Financing, plus an aggregate of \$20,750.00 per quarter for all Items of Property.

In the event that such Permanent Financing or a commitment therefor is not obtained by January 31, 1982, this Lease shall not be further amended without the written consent of the parties hereto pursuant to Section 23.8 hereof.

SECTION 23. MISCELLANEOUS.

23.1 Notices. Any notice required or permitted to be given by either party hereto to the other shall be deemed to have been given, except where actual receipt thereof is required pursuant to this Lease, when deposited in the United States certified mails, first class, postage prepaid, addressed as follows:

If to the Tax Owner:

HCA Corporation
C/O: Hyatt Corporation
One Hyatt Center
9700 W. Bryn Mawr Avenue
Rosemont, Illinois 60018
Attention: H.S. Handelsman

If to the User:

Union Tank Car Company
111 W. Jackson Blvd.
Chicago, Illinois 60604
Attention: Chief Financial Officer

or addressed to any such party at such other address as such party shall hereafter furnish to such other parties in writing.

23.2. Right of Tax Lessor to Perform. If User shall fail to comply with any of its covenants herein defined, either Tax Lessor or, any Tax Lessor's Assignee, in the case of an assignment by Tax Lessor, the assignee may, but shall not be obligated to, make advances to perform the same and to take all such action as may be necessary to obtain such performance. Any payment so made by any such party and all cost and expense (including, without limitation, reasonable attorneys' fees and expenses) incurred in connection therewith shall be payable by User to the party making the same upon demand as additional rent hereunder, with interest at the rate of 18% per annum, or the highest lawful rate, whichever is less.

23.3. Execution in Counterparts. This Lease, and any lease supplemental hereto, may be executed in several counterparts, each of which so executed shall be deemed to be an original and in each case such counterparts shall constitute but one and the same instrument.

23.4. Law Governing. This Lease shall be construed in accordance with the laws of the State of Illinois; provided, however, that the parties shall be entitled to all rights conferred by any applicable Federal statute, rule or regulation.

23.5. Headings and Table of Contents. All Section headings and the Table of Contents are inserted for convenience only and shall not affect any construction or interpretation of this Lease.

23.6. Severability. Any provision of this Lease which is prohibited or unenforceable in any jurisdiction shall be as to such jurisdiction ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.

23.7. Survival. All warranties, representations and covenants made by the User herein or in any certificate or other instrument delivered by the User or on behalf of the User under this Lease shall be considered to have been relied upon by the Tax Owner, its assignee and their respective successors and assigns and shall survive the consummation of the transactions contemplated hereby regardless of any investigation made by any such party or on behalf of any such party. All statements in any such certificate or other instrument shall constitute warranties and representations of the Lessee.

23.8. Amendments. This Lease may be amended and provisions hereof shall be modifiable or waived only by an agreement in writing signed by the party to be charged.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by their respective officers thereunder duly authorized and the corporate seal of the Tax Owner to be hereto affixed as of the day and year first above written.

[CORPORATE SEAL]

HGA CORPORATION

By *Allen Phillips*
Title *Vice Pres.*

ATTEST:

Nancy M. Mollen
Asst. Secy

[CORPORATE SEAL]

UNION TANK CAR COMPANY

By *B. A. Strickman*
Title *Vice Pres*

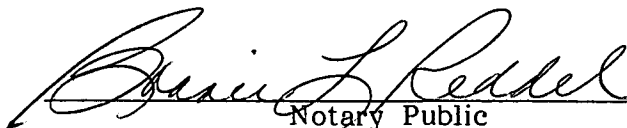
ATTEST:

A. B. Hillman
Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 13th day of November, 1981, before me personally appeared Allen P. Palles, known to me personally, who being by me duly sworn, is known to be Vice President of HGA CORPORATION, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[NOTARIAL SEAL]

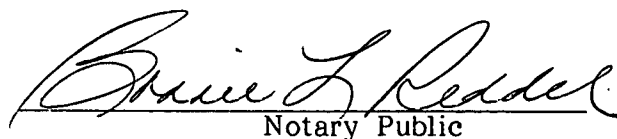

Notary Public

My commission expires: 2/1/84

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 13th day of November, 1981, before me personally appeared Bruce A. Struckman, to me personally known, who being by my duly sworn, is known to be Vice President of UNION TANK CAR COMPANY, that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[NOTARIAL SEAL]


Notary Public

My commission expires: 2/1/84

EXHIBIT A-1

Property

The aggregate User's Adjusted Basis for all Items of Property consisting of the 492 tank cars bearing UTLX numbers listed on Exhibit A-2 hereto is \$21,030,683.00.

The User's Adjusted Basis for each Item of Property shall be as reflected on Exhibit A to the Purchase Agreement.

EXHIBIT A-2

DESCRIPTION OF LEASE PROPERTY

<u>Quantity</u>	<u>A.A.R. Mechanical Designation Code</u>	<u>Capacity in Millions</u>	<u>Road Numbers</u>
17	TA	14,000	UTLX 11296 - 11299, 11301 - 11313
<u>3</u>	TM	23,500	UTLX 67682, 67684, 67685
20 Total			

EXHIBIT A-2

LEASE AGREEMENT

EXHIBIT A-2

DESCRIPTION OF LEASE PROPERTY

<u>Quantity</u>	<u>A.A.R. Mechanical Designation Code</u>	<u>Capacity in Gallons</u>	<u>Road Numbers</u>
10	LO	5,820 cu. ft.	UTCX 43290 - 43299
12	TM	26,000	UTLX 2600 - 2609, 2611, 2613
6	TA	14,000	UTLX 11300, 13833 - 13837
19	TM	11,000	UTLX 24720 - 24738
25	TM	14,000	UTLX 24739 - 24763
45	TM	30,000	UTLX 48145, 48147, 48149 - 48151, 48154 - 48156, 48158, 48159, 48161, 48163 - 48165, 48167, 48168, 48175, 48177 - 48182, 48186, 48187, 48190, 48195 48197, 48198, 48200 - 48202, 48209, 48211, 48213, 48308, 48311 - 48314, 48317, 48320, 48321, 48325, 48338
1	TM	16,000	UTLX 66410
9	TM	18,000	UTLX 66544, 66547, 66548, 66550 - 66555
13	TM	23,500	UTLX 67742 - 67751, 67756, 67757, 67578
16	LO	5,820 cu. ft.	UTLX 220102 - 220107, 220160, 220161, 220163, 220164, 220168 - 220173

156 Total

EXHIBIT A-2

LEASE AGREEMENT

EXHIBIT A-2

DESCRIPTION OF LEASE PROPERTY

<u>Quantity</u>	<u>A.A.R. Mechanical Designation Code</u>	<u>Capacity in Gallons</u>	<u>Road Numbers</u>
5	TM	30,000	UTLX 48203, 48204, 48206, 48207, 48210
5	TM	20,000	UTLX 48236 - 48238, 48240, 48243
10	TM	30,000	UTLX 48310, 48326 - 48331, 48337, 48339, 48340
11	TM	16,000	UTLX 65929 - 65939
<u>5</u>	TM	23,500	UTLX 67573 - 67577
36 Total			

EXHIBIT A-2

LEASE AGREEMENT

EXHIBIT A-2

DESCRIPTION OF LEASE PROPERTY

<u>Quantity</u>	<u>A.A.R. Mechanical Designation Code</u>	<u>Capacity in Gallons</u>	<u>Road Numbers</u>
31	TM	23,500	UTLX 67712 - 67730, 67752 - 67755, 67758 - 67765
64	TM	16,000	UTLX 66409, 66411 - 66473
8	TM	26,000	UTLX 2610, 2612, 2614 - 2619
8	TP	20,000	UTLX 27611 - 27618
8	TM	14,000	UTLX 24695 - 24702
18	TM	20,000	UTLX 67337 - 67339, 67555 - 67559, 68006 - 68007, 68010 - 68011, 68014, 68053, 68055, 68057 - 68059
40	TM	21,000	UTLX 48002 - 48010, 48012 - 48013, 48015, 48017 - 48018, 48020 - 48023, 48026 - 48033, 48037, 48040 - 48041, 48043 - 48046, 48048 - 48050, 48052 - 48053, 48056, 48061
29	TM	18,000	UTLX 66542 - 66543, 66545 - 66546, 66549, 66556 - 66579
32	TM	13,000	UTLX 60671 - 60693, 60697, 60699 - 60705, 60708
<hr/>			
238	Total		

EXHIBIT A-2

LEASE AGREEMENT

EXHIBIT A-2

DESCRIPTION OF LEASE PROPERTY

<u>Quantity</u>	<u>A.A.R. Mechanical Designation Code</u>	<u>Capacity in Gallons</u>	<u>Road Numbers</u>
42	LO	5,820 cu. ft.	UTLX 220108, 220111, 220113 - 220123, 220125 - 220135, 220137, 220139 220140, 220142 - 220149, 220152, 220153, 220155 - 220159
<u>42</u> Total			
492 Grand Total			

EXHIBIT A-2

LEASE AGREEMENT

SCHEDULE 1

Schedule of Rent Payments

A. Interim Rent

Interim Rent shall be payable on February 1, 1982 in an amount equal to 4.00% of User's Adjusted Basis as reflected on Exhibit A-1 hereof for each Item of Property.

B. Basic Rent

Basic Rent shall be payable on May 1, 1982 and on each August 1, November 1, February 1 and May 1, thereafter until the date of termination of this Lease with respect to any Item of Property as defined in Section 4.3 of this Lease in an amount equal to 3.5733% of User's Adjusted Basis as reflected on Exhibit A-1 hereof for each Item of Property.

Schedule 2
Casualty Value Percentages

<u>No. of Rent Payments Made</u>	<u>Rent Payment Date</u>	<u>Casualty Value Percentage</u>
0	1 Feb 1982	104.255154
1	1 May 1982	105.948284
2	1 Aug 1982	109.364971
3	1 Nov 1982	107.716052
4	1 Feb 1983	109.780308
5	1 May 1983	111.778855
6	1 Aug 1983	113.607812
7	1 Nov 1983	111.445308
8	1 Feb 1984	113.078825
9	1 May 1984	114.603874
10	1 Aug 1984	116.171817
11	1 Nov 1984	113.676576
12	1 Feb 1985	114.997487
13	1 May 1985	116.304669
14	1 Aug 1985	117.446029
15	1 Nov 1985	114.581349
16	1 Feb 1986	115.406351
17	1 May 1986	116.356149
18	1 Aug 1986	117.006837
19	1 Nov 1986	113.602241
20	1 Feb 1987	113.922641
21	1 May 1987	114.125917
22	1 Aug 1987	114.089945
23	1 Nov 1987	113.853904
24	1 Feb 1988	113.457317
25	1 May 1988	113.012397
26	1 Aug 1988	112.489156
27	1 Nov 1988	111.900006
28	1 Feb 1989	111.243011
29	1 May 1989	110.530823
30	1 Aug 1989	109.734304
31	1 Nov 1989	108.865205
32	1 Feb 1990	107.921367
33	1 May 1990	106.914753
34	1 Aug 1990	105.817255
35	1 Nov 1990	104.639848
36	1 Feb 1991	103.380126
37	1 May 1991	102.049244
38	1 Aug 1991	100.691986
39	1 Nov 1991	99.302423
40	1 Feb 1992	97.879276
41	1 May 1992	96.416395
42	1 Aug 1992	94.925044
43	1 Nov 1992	93.398378

Casualty Value Percentages

<u>No. of Rent Payments Made</u>	<u>Rent Payment Date</u>	<u>Casualty Value Percentage</u>
44	1 Feb 1993	91.83
45	1 May 1993	90.22
46	1 Aug 1993	88.58
47	1 Nov 1993	86.913
48	1 Feb 1994	85.196
49	1 May 1994	83.431
50	1 Aug 1994	81.633
51	1 Nov 1994	79.793
52	1 Feb 1995	77.909
53	1 May 1995	75.971
54	1 Aug 1995	73.998
55	1 Nov 1995	71.980
56	1 Feb 1996	69.913
57	1 May 1996	67.788
58	1 Aug 1996	65.625
59	1 Nov 1996	63.412
60	1 Feb 1997	61.147
61	1 May 1997	58.816
62	1 Aug 1997	56.446
63	1 Nov 1997	54.022
64	1 Feb 1998	51.541
65	1 May 1998	48.987
66	1 Aug 1998	46.392
67	1 Nov 1998	43.738
68	1 Feb 1999	41.022
69	1 May 1999	38.226
70	1 Aug 1999	35.387
71	1 Nov 1999	32.484
72	1 Feb 2000	29.514
73	1 May 2000	26.455
74	1 Aug 2000	23.352
75	1 Nov 2000	20.179
76	1 Feb 2001	16.933
77	1 May 2001	13.590
78	1 Aug 2001	10.201
79	1 Nov 2001	6.737
80	1 Feb 2002	3.194